Previous references

1895 - 6
191
Sep Rev:)

File No. 81-95-6
Serial Nos. 1 - 7

Later references.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 1 - 7

Major ~~Part~~ B. for February 1899

SUBJECT

Appeal of Venkatasetti and Dodde Gauda in the matter of the sale of the Toddy Vend Farms of Heggadadevanakote Taluk

---

Sl 1 From Venkatasette and others
Ref. No. 4027 Dt. 15-6-1896
Appeal against the order of the Excise Commissioner No $\frac{5030}{246}$ Dt 9-6-96 rejecting their bid for Toddy Vend Farms

G. R. S. 58

GPB—4,000—1-7-11

Sl 7 Lo

The Ex Comr
The Comptroller
No 5301-L / Ex 221 Dt. 6-2-1899

States that the excess amount of Rs 600 f
should not be leased from the farmers
and directs that the said amount
be written off the accounts.

Communicated
27-6-14

T. V. Ramadasamy Iyengar

Proceedings of the Govt of Mysore

Read:-

Petition No 4027 dated 15th June 1896 ~~and the~~ enclosures from Venkata Shetty and Doddegowda of Singasandra village in the Heggadevan-kote Tk appealing against the order of the Excise Comr in Mysore No 5030/246 dated 9th June 1896 rejecting their bids of Rs 17000/- for Toddy Vend Farms in the Heggadevan-kote Tk for the year 1896-97 and directing the grant of the lease to one Ranga Iyengar for Rs 17500/-

The facts of the case are as follows:-

At the public sale of the Toddy Vend Farms for the year 1896-97, the ~~current~~ years farmer Ranga Iyengar on the score of ill health did not appear though sent for by the Dy Comr The Dy. Comr then offered to hold the sale in Ranga Iyengars house if

if necessary. Then Ranga Iyengar sent his son and partner who, while refusing to bid at the sale, proposed to take the farm for the amount offered by Venkata Shetty. The Dy. Comr did not accede to this proposal. The sale was held on 27-5-46. Venkata Shetty and Doddi gowda offered Rs 17000/— inclusive of local cess. This was the highest bid and the sale was confirmed by the Dy. Comr.

Then Ranga Iyengar represented to the Excise Comr that he had suffered a heavy loss during the current year, that Venkata Shetty was a defaulter, that he was willing to pay Rs 500/- more than Venkata Shetty's bid and that the lease should therefore be granted to him. The Dy. Comr was of opinion that the confidence of the people in Govt sales would be shaken if such subsequent offers as that made by Ranga Iyengar

Iyengar were accepted by the Excise Comr rejected the bid of Rs 17000/- of Venkata Shetty and accepted Ranga Iyengar bid of Rs 17500/- for the following reasons

1. That it was a fact to ascertained and stated by the Dy. Comr himself that Ranga Iyengar had disturbances also for 1895-96;

2. That if the farms were continued to him for 96-97 he would lose further not being able to recover his dues from Edigars and would naturally clamour for remission of khisto;

3. That, Venkata Shetty being a defaulter his bid should not be accepted under the Standing Rules as ruled last year by the Excise Comr Mr Nickells

4. That it appeared from the petn of Ranga Iyengar stated, that Venkata Shetty failed to pay the whole of the prescribed deposits in proper time; and

5. That as laid down in the Excise Comrs circular No 4444-S dated 18-2-93, the sale is subject

was 133

to the Excise Comm's orders,
that
Venkata Shetty's offer of Rs 17000/-
including local cess ~~being~~ was
less than the current year's
amount by Rs 2125/-

Venkata Shetty and Doddi
gonda now represent that
a resale may, if necessary,
be held and that Venkata
Shetty is not a defaulter.
They offer Rs 100/- more than
Ranga Iyengar.

~~Order thereon~~

For obvious reasons
the Excise Comm's order
cannot be ~~approved~~ upheld.
The petrs themselves invite
a public resale & the Govt.
Comm's think that such a
sale is likely to bring
more money to Govt, as
it seems likely, he may
hold a resale in the
usual manner, otherwise
the petrs' bid at the public
sale already held must be accepted.

~~The papers connected with~~
Venkata Shetty's appeal
in respect of the local
cess due by him ~~is~~ now pending
before

Must if the Govt Comm's
opinion that one
can obtain a better
price - sale,

The matter was
Come up before
Govt once before
& Govt - I think the
papers were sent
back for a further
report. Since
then Mr Gourley
has sent a report
which has now come, before
appeal Recorder
C

16/6/96

Obtain reference
from Distt Branch
A.S. 16/6/96

Submitted
The papers ref 6
are before Govt
with file of correspondence
~~A further report has been called~~ Sd
endnd with docket & Conservator
in 10364 & 28/5/96 ~~& subsequently~~ calling
for certain more papers & information which
has been received.
A.S.
17/6/96

K. Srinivasa Iyengar
V. Bhashyam Aiyangar
Counsel.
16/6/96

Heard & Dr C.

Venkata the appellant
accused is absent.
The record has not been
completed, certain
papers have been
called for. The Dist.
Magistrate may have
to be directed
accordingly as the record.
From what the
Counsel for the

before Govt. It was stated
by him in the present petition, he
has paid up the amount of
his bid for 1893-94 and
is disputing only the local
cess, he can scarcely be
called such a defaulter
as not to be given the
usual farm once more.
Further Govt observe that
Govt cannot agree with
the Excise Comr in ~~his~~ his
~~reasons~~ reasons for
according ~~sanction~~ to the
Ranga Iyengar's ~~application~~ application
~~for~~ the Dy. Comrs
~~report~~ in the present case
the first chance we ~~can~~ can make
The Excise Comrs order
is therefore set aside.

C
3 draft
A.S.
16/6/96

16/6/96.
Secretary to Govt

16/6/96.

To. 1 The Excise Comr in
Mysore, ~~with copy of~~
~~order to petitioner~~

2. The Dy. Comr.
Mysore Dt

Mr. Day, I suppose that
Goodwin would not be
justified in bringing
a writ in the absence
of [illegible] Shepherd's signature.
Will you write me your
recollection? P.
18/6/95.

For Orders

CHIEF SECRETARY'S OFFICE.

EXCISE

REVENUE BRANCH.

OFFICE NOTE.

SUBJECT. Remission of Rs 600/- in favour of Venkatasetty and Doddegauda, Toddy Vend Farmers of Heggadadevankote Taluk for 96-97

LAST REFERENCE. Letter No. 3553/180 dated 23rd November 18 from the Excise Commissioner &c

When the Sales of the Heggadadevan Taluk were held for 1896-97, there were two parties there, each anxious to outbid the other. Venkatasetty and Doddegauda were on the one side and Rangiengar on the other side. The latter pleaded ill-health and excused himself from being present at the sale. The Deputy Comm. even condescended to hold the sale in the person's house: the unwilling party then sent his son and partner, who while refusing to quote his own figure, expressed a desire to take up the farm for what the other party bid. The Deputy Comm. (Mr Venkatavaradiengar would.

reading portion of Govt: Proc: 110 31-2 dt 19/6/96. Pet 2156

would not allow any such thing and confirmed the sale to Venkatasetty and Doddeganda for Rs 17000/- including local cess. Ranjiengar ~~Venkatasetty~~ applied to the Excise Comm offering Rs 17500/- or 500 rupees more than the bid of Venkatasetty and Doddeganda. That Officer overruled the confirmation of the Deputy Comm and granted the farm to ~~Venkatasetty~~ Ranjiengar. Venkatasetty and Doddeganda appealed to Govt: against this action of the Excise Comm proposing to pay Rs 17600/- or 100 more than ~~Venkatasetty~~ Ranjiengar's ~~offer~~ offer. Govt: in their Proc, Pr: 1133-2 / Pol-715 dt 19/6/96 of 19th June 96 set aside the order of the Excise Comm and at the same time directed that unless there were good grounds for holding a public resale, the bid obtained at the public sale should be accepted. In giving effect to this order, Mr Venkatavaradaiengar, the then Deputy Comm, did not hold a resale; he did not confirm the bid obtained at the original public sale either; but took a third course, viz that of granting the farm to Venkatasetty and Doddeganda (the successful bidders at the original public sale) for Rs 17600/- i.e. for what they offered in their appeal petition. The dispute now is about the difference of Rs 600/- existing

(4) in the Excise file -

existing between Rs 17000/-, the amoun
originally obtained at the public sal
and Rs 17600/- that for which the far
was confirmed by the Deputy Comm

2. As soon as Venkatasetty and
Doddefanda were informed of the Gov
decision, they appeared before Mr
Venkataravaradiengar and wrote a
Muchalika to the effect that as the
deputy Comm did not like to ho
a second sale, but wanted them t
pay Rs 17600/- on the ground that the
offered that amount in their appea
petition to Govt:, they accordingly
agreed to pay Rs 17600/- Securities w
also furnished for an amount calcula
upon Rs 17600/-.

3- When the contractors were demande
of arrears into which they fell in
December 1896, they put forward before
the Heggadadevankote Amildar the
Govt: endorsement, which they had re
-ceived, as an authority for the far
having been confirmed to them for
Rs 17000/- and complained that
Khists had been collected from them

x by endorsement No: 4027 dt 19/6/96
from this office.

(5) on the Canarese file

(12) on the Canarese file -

(8) on the Canarese file -

reckoning the contract amount at Rs 17 600/-. They added that as Rs 300/- had thus been collected in excess from them upto December 1896, their arrears should be reduced by that extent. The Amildar reported this to Dwr Shama Rau (Assist: Comm. in charge of Excise Dept of the District) who after some correspondence with the former submitted the whole case to Dwr Inamdar, the present deputy Comm. The last named officer said that at the close of the contract period, the contractors' case would receive consideration, provided they paid up Kists regularly.

4. Venkatasetty and Doddyanda allege that their agreeing to pay Rs 17 600/- was under pressure. Dwr Shama Rau, Asst: Comm. — who seems to have made an enquiry on the spot — holds that this action of the contractors was a mere outcome of unwholesome competition between them and Ranjeepas. To quote his exact words :- "I am of opinion that the excess of Rs 600/- was offered on account of unwholesome competition between himself (Venkatasetty) and Ranjeepas and not from any expectation of large profits. This fact I found out when

"when I was last at Heggadadevan
"-kota. x x x x - As a bargain
"I do not think he is entitled to
"any indulgence. As it is however not
"likely he will be able to make any
"good profit, some consideration may
"be shown to him. The spirit of the ord
"of Govt: appears to be that the amount
"offered at the auction should be ac-
-cepted." His successor, Mr P. Linivas
Rau, is of opinion that according to
the Govt: Prop, Mr Varadiengar
Venkatavaradiengar, the then Depy
Commr had but two alternatives
Viz:- either that of confirming the
bid obtained at the public sale or
that of holding a resale and therefo
the entry of Rs 17600/- in the late
Deputy Commrs order was a slip
of hand for the correct figure 1700
Mr Chadiah has endorsed the latter
opinion and ordered a remission
statement to be sent up for Rs 600/

(16) on the Canarese file.

5. When a remission statemen
was accordingly submitted, the Excise
Commr asked for a further report a
to why the contractor objected to
abide by the terms of their Muchalika
wherein

Page 4 of enclosure to Excise Commrs
letter under abovetimee.

wherein they had agreed to pay Rs 17600/-
Dewan Bahadur stated in reply that Dewan
Venkatavaradiengar had no alternative
— given him by the Govt: order on
the subject — of confirming the original
sale for Rs 17600/- and expressed his
inability to enforce the terms of the
Muchalika in so far as they clashed
with the spirit of the said Govt: order.
He however said that if the Excise Comm.
dissented from his view and insisted
on the recovery of the contractors' dues,
he was ready to proceed against their
property. And he thus asked for further
instructions in the matter. The Excise
Comm. states that the plea that the
contractors bound themselves under
pressure to pay Rs 17600/- cannot be
accepted, and submits the case for
the orders of Govt:, inasmuch as
the procedure adopted by Dewan Venkata
-varadiengar in confirming the
sale for Rs 17600/- was contrary to
the terms of the Govt: order passed
on the subject.

Secretary for Orders
16/1/99

1
11/1/99

13, 14 & 15

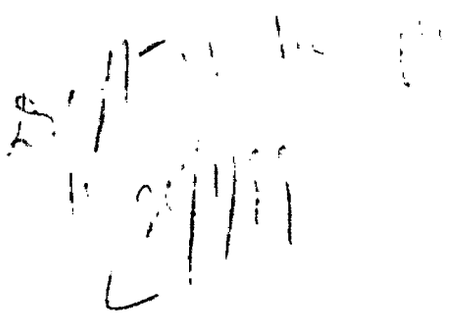
The language of the
Minnetonka Clearly
shows that the un-
-derstanding of May &
Coe in case of the
bid at the auction
sale was erroneous
-ly one. Under
of law we clear
that the said bid
should be accepted
unless there were
grounds for rescis
-ion by law which
might void the
sale. Grounds were
he did not then for
order a rescission
only remained for
him to accept the
bid whose response
to req No 17 was his
action in relying
upon the order made
by the referee
-tants at Minneapolis
was clearly authorized
by the ordering Gen

Passed
for Payment in this
light in accordance
with terms of the
last cheque of Rs 600.
This may be checked
and returned

17-1-99.

The Memo copy.

24-1-99.



Mrs. Wilkinson

27/1/99

189 6

No. 6027

Name of Petitioner, Venkatas au

Village, Kirgoor

Taluk, Heggadadevanakote

District, Nugpore

Date of Arzi, 15.6.96

Date of Receipt. 15.6.96

Date of Disposal,

No. of Enclosure, 2

ABSTRACT.

Appeals against the order of the excise commissioner No 5030/246 dt 9.6.96 rejecting the bid for toddy vend farms for 17000 Rs & granting it to Rangaraya & his partner for 17500 Rs — The grounds of appeals are set forth in English

C.J.K.

15.6.96. Secy. to see on the petition in time.

Received for drafting 5.35.

Drafted 6.20 P.M.

15/6/96

Proceedings of the Lt Col of Mysore.

Read:—

1

Petition No 4027 dated 15-6-96 and the enclosures thereto from Venkata Shetty and Doddi gowda of Surgoor village in the Heggadevankote Taluk, appealing against the order of the Excise Power in Mysore No 5020/246 dated 9th June 1896 rejecting their bid of Rs 17000/- for Toddy Vend Farms in the Heggadevankote Th for the year 1896-97 and directing the lease to one Ranga Iyengar for Rs 17500. ~~who did not bid at the sale but in subsequently offered Rs 500/- more than the petitioners after the sale was held.~~

2

~~Order No 5020/246 dated 9th June 1896 of the Excise~~

Power

~~Court in the case, which~~
~~shows state the facts to be as~~
~~follows:-~~
The facts of the case are as follows:-
~~that at the sale for~~ of the Todiy Vasu Farms
the year 96-97, ~~Venkatashetty~~
~~offered Rs 17000/- inclu-~~
~~-ding local cess, but the~~
current year's farmer Ranga
on the score of ill-health appear
-Iyengar did not bid at
Thimpa sent for by the Dy Comr.
~~the sale but requested the~~
~~Dy. Comr to continue the~~
~~farm to him for 96-97 for~~
~~the amount offered by~~
that the Dy Comr
~~Venkata Shetty; who declined~~
~~to cancel the sale to~~
~~Venkata Shetty~~; that whereupon
~~the~~ Ranga Iyengar com-
-plained to the Excise Comr
and said he was pre-
-pared to give take the farm
for 17000/- Rs; that the
Dy. Comr to whom the
case was referred by the
recommended that the lease
Excise Comr declined to
should not be
granted the lease to Ranga
Iyengar as he was given
every opportunity to bid
at the sale which he did not;

Ranga Iyengar sent word that he
was unwell. The Dy Comr then
offered to void the sale in Ranga
Iyengar's favour if necessary. Then
Ranga Iyengar sent his son & partner
to inform the Dy Comr that he did
~~not want the farm like to bid~~
~~at the sale~~ who while refusing
to bid at the sale proposed ~~that~~
~~the~~ to take the farm for the
amount offered by Venkata
Shetty. The Dy Comr did not accede
to this proposal. The sale was held
on 27/5/96. Venkata Shetty offered
+ 500 each over & above Rs 17000
~~Rs 17000 exclusive of local cess~~
bid of Rs 17000 inclusive of local cess
~~cess for the highest~~. This was the
highest bid
~~accepted~~ and the sale was Con
firmed by the Dy Comr.

Ranga Iyengar represented to the
Excise Comr that he had
suffered a heavy loss during
the current year, that Venkata
Shetty was a defaulter, that the

was willing to pay more Rs 300 more than Venkata Shetty's bid and that the lease should be granted to him. The Dy Comr was of opinion that the confidence of the people in such sales would be shaken if subsequent offers, as that made by Ranga Iyengar, were accepted on the plea that Venkata Shetty was a defaulter, and that as Ranga Iyengar had suffered loss in the current year, he should not be given another chance,

and that the Excise Comr cancelled the sale to Venkata Shetty in spite of the Dy Comr's opinion to the contrary and directed the grant of the lease to Ranga Iyengar for Rs 17500/—.

(*)

order thereon

For obvious reasons the Excise Comr's order cannot be approved of. If the petrs themselves invite a public resale & if the Dy Comr thinks that such a sale is likely to bring more money to Govt as it seems likely, he may hold a resale in the usual manner, otherwise the petrs bid at the public sale must be accepted. The papers connected with Venkata Shetty's appeal in respect of the localities due by him are not before Govt. It was stated by him

The Excise Comr ~~cancelled the~~ rejected the bid of Rs 17500 of Venkata Shetty and accepted Ranga Iyengar's bid of 17500 Rs for the following reasons.

Here insert them

Venkata Shetty and Dodde Gowda now represent that a resale may if necessary be held, and that Venkata Shetty is not a defaulter. They offer Rs 600 more than Ranga Iyengar.

Order thereon

in the petition, he has paid
the amount of his bid
of 93-94 and is disputing
only the local cess. Govt
cannot scarcely be called
such a defaulter as not
to be given the Vend
farm once more. Govt
cannot agree with the
Excise Comr in his reasons
in favour of Ranga
Iyengar in the face of
the Dy. Comr's reports.
The Excise Commissioner's
order is therefore set
aside.

Draft-

C
3 Secretary to Govt

15/6/96

To:
1, The Excise Comr in Mysore
with copy of Govt to petr

2. The Dy. Comr, Mysore dt /
with copy of Govt

Urgent

To

His Highness the Maharaja

of Mysore

MYSORE DEWAN'S OFFICE
PETITION DEPARTMENT
RECD. No. 4027
DATE 15.6.96

The Petition of Appeal presented by (1) Venkatadetty, Patail of Siruvoor, and (2) Doddaya Gowda of Siruvoor in the Heggadavenkote Taluk.

Respectfully Sheweth,

That the Petitioners beg to appeal to Government against the accompanying Copy of Official Memorandum of the Excise Commissioner No. 5030 dated the 9th June 1896 to the address of the Deputy Commissioner of the Mysore District directing that the toddy vend Farms in the Heggadavenkote Taluk for the year 1896-97 be granted to Ranga Iyengar, and his partners for Rs 17500 including local cess, and that the Petitioners bid amount of Rs 17,000 inclusive of local cess be rejected.

II That the Grounds, on which the said Excise Commissioner's order appealed against is based, are as follows (vide para 7 of his Official Memo No. 5030 dated 9th June 1896)

(1) Ranga Iyengar has sustain

a loss for 1895-96.

(2) Runga Iyengar would lose further if the farm is not continued to him for 1896-97 as he would not be able to recover his dues from the Ryots, and would naturally clamour for remission of Rents.

(3) Venkatasetty (1st Petitioner) is a defaulter.

(4) From what Runga Iyengar has stated, Venkataset (1st Petitioner) has failed to pay the whole of the prescribed deposit in proper time.

(5) The sale of toddy farm is subject to the Excise Commr's order, and Venkata Setty's (1st Petitioners) offer of Rs. 17,000 including local cess being less than the current year's amount by Rs 2125, Runga Iyengar's offer of Rs 17,500 including local cess (which is less than the current year's amount by Rs 1625) is accepted.

III. That with reference to the 1st and 2nd grounds, the Petitioners beg to state that Runga Iyengar's allegation to the effect that he has suffered loss in 95-96 is unworthy of the consideration of Govt as the toddy vend farms for the said year was granted to Runga Iyengar for Rs 600 less than the 1st Petitioner's bid, and he (Runga Iyengar) had every opportunity

took a trade in the usual

Manager of Kolar

at the public sale must be accepted.

The papers connected with Venkatasetty's appeal in respect of the above farm were forwarded to me by the Deputy Commissioner of Kolar for disposal. I have stated in the foregoing paragraphs the reasons which led me to accept the amount of Rs 17,000 for the toddy farm for 1895-96, and the reasons which led me to accept the amount of Rs 17,500 for the toddy farm for 1896-97.

15/6/96

given him of duly considering the
bid (vide para 5 of the Excise Com-
missioners Official Memo No 5030
d/9th June 1896) Ranga Iyengar could
not therefore allege with any degree
of truth that he was driven to mak
an extravagantly high bid for 1895/9
owing to any keen competition,
and if he has recklessly made ad
vances to Edgars in the course of
business, he is alone to blame,
and cannot on this score claim
the sympathy of Govt nor is he
entitled to any special concessio
from it, as the Excise Commr
thinks (vide clause 4 of para 7 of
Govt notification No 8030-94 Excise
243 d/5th March 1896 & Copy attached)

That as regards the 3rd ground
referred to in para two, the Petitioner
submit that Venkatasetty the 1st
Petitioner has not made any de-
fault in paying the amount for
which the Toddy & Arrack farms for
1892-93, and 1893-94 were granted
to him.

That the 1st Petitioner Venka
tasetty paid up in full the amount
due by him for 1892-93, and 1893-94
in due time, with the exception of
a sum of Rs 1062-8 claimed
by Government for the former year

on account of local cess, and that with regard to this amount, his objection that the 17,000 Rs. for which the toddy rend farms were granted to him in 1892-93, included the local cess was considered good by the then Dy. Commissioner Mr. Rungasamy Iyengar, who therefore recommended its remission to the Excise Commissioner.

VI That the Excise Commr having declined to comply with the recommendation of the Deputy Commr and ordered the levy of the said sum of Rs. 1062-8-, the 1st Petitioner has appealed to Govt against this order, and his appeal is still pending disposal by Govt.

VII That instead of the 1st Petitioner being a defaulter, Runga Iyengar has made default in paying his Kists to the Extent of Rs. 3000 for the current year, and this fact may be ascertained on a reference to the Dy. Commissioner of Mysore.

VIII That the Excise Commrs acceptance of Runga Iyengar's offer to lease the toddy rend farms for the year 1896-97 for Rs 500 in excess of the 17000 Rs bid by the Petitioners at the public auction is unjust, and inequitable, and is calculated to shake the Confidence of the public in the finality of

of

of the sales conducted and closed by Competent Govt. Officers, as Ranga Iyengar's offer was made to the Excise Commr. after the sales closed, and confirmed by the Deputy Commr. and without your Petitioners being given an opportunity of raising their bid. The Excise Commissioner's acceptance of Ranga Iyengar's bid is moreover in direct contravention of para 2 of Government Notification No. 80 30 Excise 243 dy 5th March 1896 (Copy attached) which lays down that the Dy. Commr. formal confirmation of the sale is tantamount to an acceptance of the bid.

IX That Ranga Iyengar though invited to be present at the sale held by the Dy. Commr. refused to do so, and he has therefore no right to outbid the Petitioners in their absence.

X That Ranga Iyengar's statement to the effect that the Petitioners have failed to pay the whole of the prescribed deposit in proper time is not quite correct, the amount demanded towards the depo-

by the Taluk authorities having been paid them and there by the Petitioners.

That even if the Petitioner is considered to be in default notwithstanding the facts stated in paras 4 to 6 supra, the 2nd Petr. humbly & respectfully submits that there could be no objection to the Toddy-yard farms being granted to him alone, as he is possessed of sufficient means to work the farms without making any default in the payment of the Kists.

That the Petitioners have made advances to the extent of Rs. 2000 to the Edyars and Cartman relying on the Deputy Commrs assurance that their bid for 1896-97 being the highest was unconditionally accepted by him, and that they could make their own arrangements to work the farms from the beginning of the next official year.

That even if the sale is subject to the orders of the Excise Commissioner, as observed by that Officer, which view is opposed to para 2

of the Govt. Notifn No 8030 Excise
243 d/5th March 1896 (Copy attach
ed) Your Petrs submit that he
Council not arbitrarily set aside
a sale duly held and confirm
ed by the Dy. Commr (vide his
letter No 2203 d/29th May 1896 to the
Excise Comm) nor is the Excise
Commr justified in rejecting
the Petitioners bid on the ground
that their bid of Rs 17,000 is less than
the current years contract amount
by Rs 2125, and preferring Runga
Iyengars private bid of Rs 17,500,
which is also less than the current
years contract amount by Rs
1625. The acceptance of Runga
Iyengars private bid is opposed
to para 3 of Govt Notifn No 8030
Excise 243 d/5th March 1896 (Copy
attached)

XIV That in the interests of
Govt as well as of justice,
the Petitioners respectfully
pray that the arbitrary order
of the Excise Commr be set
aside, and that the toddy
and farms should be resold
by public auction at which
Runga Iyengar, and the petitioners
may have an opportunity of
bidding, or if a resale be con-
sidered inexpedient in the

interests of public policy as contemplated in para 2 of the Govt Notifn quoted in the preceding para/ and those of Renga Iyengar, who is a friend to compete openly for the purchase of the farms, your petitioners pray that the farms may be registered in the name of the 2nd Petitioner alone or in the joint names of both the Petitioners, who are jointly or severally willing to offer Rs 100 more in excess of Renga Iyengar's private bid of Rs 17,500

XV That the Petitioners have telegraphed yesterday to the Excise Commr praying him to postpone the Execution of his orders directing the registration of the farms in the name of Renga Iyengar & his partners, pending the disposal of this appeal, and as the official year is fast drawing to a close, your Petrs pray that this appeal may be heard and disposed of at an early date.

XVI Copy of letter No 2203 dy 29th May 1896 from the Dy Commr to the Excise Commr, Copy of docket No 4897 dy 1st June 1896 from the Excise Commr to the Dy Commr Letter No 2284 d/4th June 1896 from the Dy Commr to the Excise Commr in Mysore, and Copy

of Official Memorandum
No. 5030 dtd 9th June 1896 from the
Excise Commr to the Dy. Commr
of Mysore and a Gazette Copy
of Notifn No. 8030-Ex. 243 dtd
5th March 1896 are herewith
submitted for reference, & the
petitioners pray that the
above Correspondence and
Notification may be consid-
-dered along with the facts
stated in this petition, &
that justice may be done
to them

And your Petitioners
as in duty bound
shall ever Pray

Mysore
15th June
1896

Portion in brackets not approved

18/6/96

15-6-96

By order

18/6/96

Draft 18/6/96

18/6/96 For Secretary

ಸಂ-ರಾಚಿಇಕಾಸಂ
ಪಾಂವಕಿಲಾಗಾ
2 drafts ಕಳಿಸಿ
19-6-96

ನಂಬರ್ ಇಲ್ಲ
4027 ಇ

ಪರಿಶೀಲಿಸಿ ಅಭಿಪ್ರಾಯ ತಿಳಿಸಲು ಕೋರಿದೆ

ಹಿಗ್ಗಡದೇವನಕೋಳಿಕಾಲ್ವೆಗಳ
ಸುಧಾರಣೆ ಪಚ್ಚೆಲ್ ವೆಂಕಟಶೆಟ್ಟಿ
ಮತ್ತು ಮೊಡ್ಡಿಗಾಡ ಇವರಿಗೆ ಇನಾಮ್
ಪರಿಶೀಲನೆ-

Two drafts submitted for approval
A.P.

ಹಿಗ್ಗಡದೇವನಕೋಳಿಕಾಲ್ವೆಗಳ
ಅಭಿವೃದ್ಧಿಗಾಗಿ ಕಳೆದ 1896-97
ನೇ ಸಾಲಿನಲ್ಲಿ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರಲ್ಲಿ
ಕೆಲಸಕ್ಕಿದ್ದ ಪ್ರೇತಿಗಳಿಗೆ 17000 ರೂ ಪಾವತಿಸಿ
ಕೆಲಸ ಮಾಡಿಸಿಕೊಂಡಿರುವುದಾಗಿ ತಿಳಿಸಿದ್ದಾರೆ
ಸದರಿ ಕೆಲಸಕ್ಕೆ ಅಂದಾಜು ಪಟ್ಟಿಯಲ್ಲಿ
17000 ರೂಪಾಯಿಗಳಿಗೆ ಮಂಜೂರಾತಿ
ಪಡೆದಿರುವುದಾಗಿಯೂ ಪ್ರೇತಿಗಳಿಗೆ ಎಕ್ಸ್ಗ್ರೇಷಿಯ
ಕೆಲಸಕ್ಕೆ ಅನುಭವವಿರುವುದಾಗಿಯೂ ಪ್ರೇತಿಗಳಿಗೆ
ಪ್ರೇತಿಗಳಿಗೆ ಕೆಲಸಕ್ಕೆ ಅನುಭವವಿರುವುದಾಗಿ ಬಿಲ್ಲಿಗೆ 9-6-96
ನೇ ಮಜ್ಜಾ 5030/246 ನೇ ನಂಬರ್ ಆಫೀಸಿಯಲ್
ಮೆಮೋರಾಂಡಮ್ ಮೇಲೆ ಅಭಿಪ್ರಾಯ
ಬಿಳಿದು ಕೊಂಡು 15-6-96 ನೇ ಮಜ್ಜಾ ಮೇರ

Proc: of the Govt: of Mysore

Read:-

Petition No: 4027 d/18/

with its enclosures from —
Venkatasetty and Dodde Gow
of Sargoor village in the
Heggadadevankote Taluk, ap-
pealing against the order of
the Excise Commr. in Myso
No: 5030/246 d/9/6/96, rejectin
their bid of Rs 17000/- for Todd
Kend Farms in the Heggada
-devanakote Taluk for the Yea
1896-97 and directing the
grant of the lease to one
Ranga Iyengar for Rs 17500/

The facts of the case ar
as follows:-

At the public sale of
the Toddy Kend Farms for
the year 1896-97, the curre

12

year's farmer Ranga Iyengar, on the score of ill health, did not appear though sent for by the deputy Commr. The Deputy Commr then offered to hold the sale in Ranga Iyengar's house if necessary. Then Ranga Iyengar sent his son and partner who, while refusing to bid at the sale, proposed to take the farm for the amount offered by Venkatasetty. The Deputy Comm did not accede to this proposal. The sale was held on 27-5-96. Venkatasetty and Boddegowda offered Rs 17000/- inclusive of local cess. This was the highest bid and the sale was confirmed by the Deputy Commr.

Ranga Iyengar then represented to the Excise Commr that he had suffered a heavy

loss during the current year,
that Venkatasetty was a de-
-faulter, that he was willing
to pay Rs 500/- more than
Venkatasetty's bid and that
the lease should therefore be
granted to him. The deputy
Commr was of opinion
that the confidence of the
people in Govt sales would
be shaken if such subsequent
offers as that made by
Ranga Iyengar were accepted.
The Excise Commr nevertheless
-less rejected the bid of
Rs 17000/- of Venkatasetty
and accepted Ranga Iyengar's
bid of Rs 17500/- for the
following reasons:-

1. That it was a fact
as ascertained and stated
by the deputy Commr himself
that Ranga Iyengar had

sustained a loss ~~of~~ 1895-96;

2. That if the farms were not continued to him for 96-97 he would lose further, not being able to recover his dues from Ryots &c and would naturally clamour for remission of Kists;

3. That Venkatasetty being a defaulter, his bid should not be accepted under the Standing Rules, as ruled last year, by the Excise Commr. Hon Ricketts;

4. That it appeared from that the petitioner Ranga Iyengar stated, That Venkatasetty failed to pay the whole of the prescribed deposit in proper time; ~~and~~

5. That as laid down in the Excise Commrs circular No: 4444-50 dt 18/2/93

133

the sale was subject to the Excise Commrs orders; and

(6) that Venkatasetty's offer of Rs 17000/- including local cess was less than the current year's amount by Rs 2125/-

Venkatasetty and Doddegowda now represent that a resale may, if necessary be held and that Venkatasetty is not a defaulter. They offer Rs 100/- more than Ranga Iyengar.

No. 11031-2 Pet-2156 / 19-6-96 Order thereon:-

For obvious reasons the Excise Commrs order cannot be upheld. Unless in the Deputy Commrs

opinion, there are good grounds for holding a public resale, the petitioner's bid at the public sale already held must be accepted. Venkatasetty's appeal in respect of the ~~appeal~~ local cess due by him is still pending before Govt: If as stated by him in the present petition, he has paid up the amount of his bid for 1893-94 and is disputing the claims of Govt: for only the local cess, he can scarcely be called ~~such~~ a defaulter, ~~& not to be given the land~~ farm ~~once~~ more. Further, Govt: observe that in the present case the purchase was made jointly by Venkatasetty and Dodde Gowda.

No. 410

Name of Petitioner, Ranga Iyengar & others

Village,

Taluk, Heggaddevankote

District, Mysore

Date of Arzi, 22-6-96

Date of Receipt, 26-6-96

Date of Disposal,

No. of Enclosure,

ABSTRACT. English portion

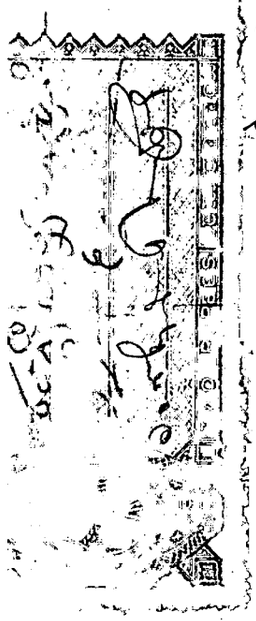
The petitioners state that Venkatasetty tendered Rs 17000 in Toddy sale for 1892-93, excluding local cess for 1893-94 he tendered Rs 13860 but for 1894-95 he tendered only Rs 12000. But the Dy. Comr. induced the petitioners to outbid Venkata Setty &. Consequently they tendered Rs 14280 for 1894-95 outbidding the said Venkatasetty. But owing to the jealousy of Venkatasetty the petitioners had to sustain a loss of about Rs 3000. They

therefore resolved to continue another year in their business to make up the loss. But Venkatasetty offered to tender 18600 to oust the petitioners out of business, although the petitioners offered to tender 18000 in an unhealthy competition. The Dy. Comr accepted the tender of Venkatasetty although he was a defaulter. The petitioners brought the matter to the notice of the Excise Comr who accepted the tender of the petitioners & rejected that of Venkatasetty. But the Govt. favoured the decision of the Dy. Comr. On the grounds (1) that the confidence of the people would be shaken in the Govt. sales if such subsequent offers as that of the petitioners were accepted; (2) that Venkatasetty cannot be called a defaulter since he had paid up his dues except local cess; (3) that the petitioners failed to bid at the public sale; (4) and that Venkatasetty offered Rs 100. more than the petitioners. But the petitioners beg to say that Venkatasetty is a defaulter as he had not paid up his dues when he tendered Rs 18600 for 1895-96. According to the proceedings of the Govt. he was not entitled to the Govt. Contract. The petitioners therefore pray that they may be allowed to continue in their business or that they may be given Rs 5000 for their loss in the bargain.

Receipt & transfer
with references to Special Branch
No. 2516 to
4110 Legal dept. / Dist. Supt. Reps 4
2/8/96

His Excellency Sir K. Sheshdri Iyer, K.C.S.I.,

Dewan of Mysore.



Two Rupees Stamp affixed

MYSORE DEWAN'S OFFICE.
PETITION DEPARTMENT.
REG'D. NO. 4110 R
DATE 25-6-96

May it please your Excellency

We, the undersigned, Toddy Vend Farmers of the Heggeddevenkota Taluk for 1895-96, most respectfully beg to bring the following grievances into your indulgent and dispassionate consideration.

2. As supplies of Toddy for use in the Heggeddevenkota Taluk have to come from the taluks of Gundalpet, Hunsur and Nanjungud, the Toddy Vend farms in the Heggeddevenkota Taluk, can be taken up and worked only by persons who have the requisite capital, so that the professional Toddy-drawers or Eadigars of the Taluk, who do not possess the requisite capital to carry on the business, do not come forward to purchase the farms.

3. Under such circumstance, at the time of the Sales of the farms for 1892-93, held by Special officers Messrs. Mc Donnell and Gopaliengar, Venkatasetty, Patel of Surgur, who is not an Eadigar, was permitted to tender for the farms in the Heggeddevenkota Taluk. On the prescribed form he tendered Rs. 17,000 excluding local cess, for the whole Taluk. The Special officers then put up the farms of the whole Taluk to public auction, but as none outbid Venkatasetty, his tender was accepted. He is a literate man, and as such he knew that according to the Sale notice published by the Special officers, whatever amount he tendered, did not include local cess; but that he had to pay in addition local cess at the rate of one anna per rupee on such amount. Nevertheless he not only,

failed to pay his Khists regularly, every month, but also purposely withheld payment of the local cess on the feigned plea that the amount of Rs. 17,000/ which he tendered, included local cess.

4: During the auction Sales of the farms for 1893-94, Venkatasetty secured the farms only for Rs. 13,860 excluding local cess; so that in that year he and his partner Dodde Gowda made a large profit.

5. Being still more greedy, and seeing that there was none to compete with him, Venkatasetty offered only Rs. 12,000, at the auction Sales of the farms for 1894-95. The officer conducting the Sales, clearly perceiving Venkatasetty's fraudulent motive, induced one of us, Rungaiengar, to outbid him. Accordingly, he did so his Son's name up to Rs. 14,280 excluding local cess, for which amount the farms were Knocked down to him, Venkatasetty having refused to bid above that amount. We had no intention to take up the farms; but having bid for them at the instance of the officer conducting the Sales, to help Government, and Venkatasetty having purposely refrained from bidding above the said amount, we could not but entangle ourselves in the transaction. Venkatasetty and his partner Dodde Gowda being enraged for having deprived them of the farms which they enjoyed to their advantage during the 15 months, lease of 1893-94, in which they had the benefit of two hot seasons, began to throw obstacles in our way. Dodde Gowda being an Eadigar of some Substance in the Heggeddevenkote taluk, influenced the Eadigars not to Serve under us, So that we could not get Sufficent men to tap the date trees for several months at the commencement of our business, and thereby we Sustained loss. They were thus determined to

to ruin us in our business with a view to prevent us from bidding against them in future years, and to thereby become masters in the field to their best advantage.

6. When the sales for 1895-96 commenced, there was unhealthy competition between them and ourselves until the amount rose to abnormally high that the Dy Commissioner ~~rejected~~ rejected the bids with the Excise Commissioner's permission, and after explaining to the parties the impropriety of such rivalry, advised them to give tenders for reasonable amounts. Even then Venkatashetty in his zeal to oust us some how or other, tendered Rs. 18,600 excluding local cess, and Rangaiengar, one of us, tendered Rs. 18,000 including local cess. In reporting these facts to the Excise Comr the Deputy Commissioner brought to the Excise comr's notice that Venkatashetty had not paid up his arrears of his leases for 1892-93 and 1893-94, and proposed therefore that the farms should be given to Rangaiengar for Rs. 18,000 excluding local cess. The Excise Commissioner consented to the proposal on the ground that Venkatashetty having broken the terms of his leases

* 12 months of 1892-93
15 months of 1893-94

two years and three months, he was not competent to bid for the lease of 1895-96. The Deputy Commissioner thereupon told Rungaiengar, the undersigned, that unless he agreed to take up the farms for Rs. 18000 excluding local cess, he could not get them. We were therefore reluctantly obliged to agree to the terms, as otherwise we had necessarily to lose our dues from Eadigars and others. Having thus unavoidably taken up the farms at a great disadvantage to ourselves, we have sustained a loss of more than three thousand rupees up to date, and there are outstandings to the extent of

Rs two thousand. This is calculated to ruin our families.

7 Under such circumstances, we refrained from bidding at the auction sales, lest there should be unhealthy competition again, as the Dy Commissioner did not appear to be disposed to reject Venkata-Shetty's bid, on the ground that he was a defaulter. We, however, afterwards represented to the Deputy Commissioner our losses and difficulties and begged him to continue us the lease for Rs. 17,000 including local cess, offered by Venkata Shetty for 1896-97; but the Dy Commissioner refused to comply with our request. Thereupon, we appealed to the Excise Commissioner, and implored him to protect us from further ruin by continuing us the lease for Rs. 17,500 for 1896-97. He was pleased to do so; but on the appeal of Venkata Shetty and his partner to Government against the Excise Commissioner's order, the Government have set aside the Excise Commissioner's order on the following grounds:-

(1) that the confidence of the people in the Government sales would be shaken if such subsequent offers as that of Rangaiengar were accepted;

(2) that Venkatasetty's appeal in respect of local cess due by him for 1892-93 is still pending before Government; so that if he has paid up all his dues with the exception of the said local cess, he can scarcely be called a defaulter;

(3) that Rangaiengar failed to bid at the public sale;

(4) that Venkat Shetty and Dodde Gowda offer Rs. 100 more than Rangaiengar; and

(5) that in the present case the purchase was made by Venkata Shetty and Dodde Gowda.

Hence the liberty we have taken to approach Your Excellency with this, our humble petition, and to pray that the above orders of Government may be reconsidered and that the lease for 1896-97 may be continued us for Rs. 17,500, on the following among other grounds which may occur to your goodness:—

(1) That the Dy Commissioner in his report of May 1895 to the Excise Commr. on the results of the Sales for 1895-96, has clearly pointed out the fact that Venkatashetty was a defaulter in as much as he had not paid up the arrears of 1892-93 and 1893-94.

(2) That Venkatashetty in his tender in the prescribed printed form for 1892-93, has clearly put down Rs. 17,000 excluding local cess, in his own hand-writing. Nevertheless, he failed not only to pay the local cess, but also other Kists within the Stipulated time, both for 1892-93 & 1893-94, in Spite of large profits which he and his partner Dodde Gowda made in the 15 months of 1893-94 which had two hot Seasons, and the lease amount of which was only Rs. 13,860 excluding local cess. Thus he clearly infringed the terms of his contract; and therefore as laid down in para V (2) of Toddy rules in Government Notification No. 11813 / R.F. 233-92, dated the 14th January 1893, Venkatashetty and his partner Dodde Gowda are not entitled to bid; because the rule provides: "No former contractor who has been guilty "of an infringement of the terms of his contract, "shall be entitled to bid." Accordingly, Mr Ricketts ordered last year that Venkatashetty's bid must be rejected. How can he be entitled to bid now Simply because all the arrears with the exception of the aforesaid local cess, were paid up by him when Coercive measure were taken against him? The fact remains that he did not pay his Kists regularly and punctually within the Stipulated time before

the close of his contract; but that he did so long after the expiration of his lease; that the local cess due by him for 1892-93 is still outstanding against him; and that any appeal which he had in connection therewith should have been preferred in 1892-93, but not three years afterwards. The Government may thus see that he is a former contractor who was guilty of an infringement of the terms of his contract, and that he is therefore not entitled to bid at the sales, as ordered by the late Excise Commissioner last year, and by the present Excise Comr. this year; that though Doddé Gowda's name is not shown in Government records as Venkatashetty's partner for 1893-94, yet it is publickly known that he did business with him, as his partner, and therefore he was equally guilty of the infringement of the terms of the Contract for 1893-94 for not having paid up the arrears of kists within the stipulated time; that, consequently the rejection by the Excise Commissioner of their bid for 1896-97 was in order; and that such procedure could not shake the confidence of the people in Government sales; that we are entitled to every consideration and protection in the hands of Government since we helped government when Venkatashetty and Doddé Gowda were combined to secure the farms for a paltry sum of Rs. 12,000 at the sales for 1894-95; and that as under para (3) of Government Notification No. 8030/Ex.243 dated the 5th March 1896 Venkatashetty and Doddé Gowda were bound to pay a deposit equal to one-twentieth of the amount of their bid on the date of the auction sale, when the farms were knocked down to them, Viz. the 27th May 1896; but-

but they paid only a portion of the deposit on that date and the balance on the 30th idem; that the confirmation of the Sale in their favour by the Dy Commissioner was thus invalid; and that the Excise Commr was therefore justified in cancelling the Sale.

8 Should your Excellency be pleased to send for, and peruse the late Deputy Commissioner Mr Rangesawmy Iyengar's letters to the Excise Commissioner, our Statements about Venkatachetty would doubtless be realized.

9 We further solicit that instructions may be issued to the Dy Commissioner to defer the execution of the Government order under reference.

10 I, the under-signed Rungaiengar, will wait for your Excellency's favourable early orders, at your Excellency's Home Office.

11 In conclusion I pray that in the event of your Excellency not being able to comply with our prayer, your Excellency may be graciously pleased to grant us a Remission of Rs. 5,000 to cover the losses and irrecoverable out-standings for the past two years of our Contract.

Apologising ourselves for our intrusion on your Excellency's valuable hours,

We beg to subscribe ourselves,

Mysore.
22nd June 1896.

189 5 83

No. 4152

Name of Petitioner, Ranga Iyengar & Co

Village,

Taluk, Heggadadevankote

District, Mysore

Date of Arzi,

Date of Receipt, 30-6-96

Date of Disposal

No. of Enclosure,

S R F

Ruled B 3-7-96

The matter was decided against Petr after careful consideration & Petr. has any remedy grievance

Rs 2/7/96

Put up and Sayg that the matter was decided after careful consideration & that therefore the case cannot be reconsidered

A.S.
2/7/96

Drafted
Rangf
2/7/96.

ABSTRACT. English petitioners state that though they tendered Rs 7500 for the year 1896-97, Govt. accepted the tender of Vaikalu Setty as he offered Rs 100 more. But the petitioners beg to say the Toddy & Arrack contractors are really one & the same person (though apparently different) for they are brothers of a joint Hindu family. They therefore beg & pray that this objection may be considered along with the appeal petition

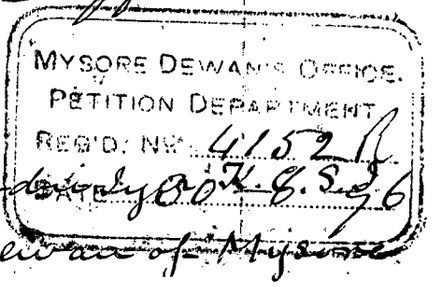
3 (

4152

Free Ml.
24.6.96

One Anna Stamp affd

To



Sir K. Seshadry 30.6.96
Dewan of Mysore

The humble petition of
Heggadadevankote Rangaiengar &
others, Toddy Contractors,
Heggadadevankote Taluk, Mysore

Most humbly & respectfully sheweth.

That while your humble petitioners accepted the increased tenders for Rs 175-00 as fixed by the Excise Commissioner and deposited the required amount, the Government was pleased to issue a fresh order setting aside the Excise Commissioner on the appeal of Venkata Shetty offering Rs 200/- more.

That in direct contravention of the rules of the Excise Department, both the Arrack & Toddy Contracts for 1896-97 have been apparently given to two persons, whereas in reality, they are given to one & the same person, the Arrack & Toddy Contractors being undivided brothers of a joint Hindu family.

In conclusion your humble petitioners therefore begs that this his petition be considered along with his yesterday's appeal submitted to your honor, and most submissively prays the the Toddy Contract for the ensuing year be kindly granted to him.

Mysore 23rd June 1896

Decided for the fifth-Increase Rs 200 26/6/96

S. R7-81-856.

Endorsement

draft submitted for approval | No. 4152

3-6

Nanjangud
4-7-96

No.
4110
4152

MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT,
The 3rd July 1896

Endorsement granted to Raugiengar and others, Toddy Contractors, Heggadevankote Taluk

in reply to their Petition Registered No. 4110 & 4152 dated 22nd and 23rd ultimo respectively, praying for reconsideration of Government order setting aside the Excise Commissioner's order directing that the tender of the Petitioners for the Toddy Vend farms of Heggadevankote Taluk for 1896-97 ~~Petitioner is informed that~~ for Rs 17500 must be accepted in preference to ~~Rs 17000~~ the bid by Venkata Setty and 2 others at the Publicsale.

Petitioners are informed that the matter was decided by Govt after careful consideration, and that the order cannot be reconsidered.

'By Order'

Draft. 3/7/96
A.S.
3/7/96
For ~~Chief~~ Secretary.

Reg M.G.C.P.B—19-2-95—1,000

IX. 184

Gen. 30]

REVENUE DEPARTMENT
GL. No. 3322
JV. 14 398
No .....
DEWAN'S OFFICE

189

From

The Excise Commissioner in Mysore

To

The Secretary to the Govt. of Mysore,

General & Revenue Depts

Dated 23rd
Despatched 24th } November 1898
Received

General No. 3553
No. 180

Enclosure No. 24/R.P. File.

~~In reply to~~

SUBJECT.

Submits for orders of Government copy of correspondence together with a Remission Statement for Rs600 in favor of Venkata Setty & Doddaya Gowda Toddy Vend farmers of the Holgaddevenkote Taluk for the Year 1896-97.

References (to be entered only in the Dewan's Office).

Ex. Ulr
Ulr
Submd with note - The delay in submitting the note was due to references having become available on 29/12/98 - (Vide file accompg.)
24/11/98

98

No. 3553/180 Excise Commissioner's Office
Bangalore, dated 25th November 1898

From.

The Excise Commissioner
in Mysore

To

The Secretary to the
Government of Mysore
General & Revenue departments

Sir,

In submitting herewith copy of the marginal correspondence, together with a Remission Statement for Rs 600 in favor of Venkata Setty and Eadigar Doddaya Gowda Joddy Vend Farmers of the Heggeddevankote taluk for the year 1896-97, I have the honor to state that instead of holding a public resale as per Government Proceedings No. 11031-2. dated 19th June 1896, the Pet. 2156 then Deputy Commissioner Mr. Venkatavaradaiengar seems to have

1 Letter No. 120, dated 29th August 8th September 1898, from the deputy Commissioner. Mysore District.
2. Docket No. 2209, dated 12th September 1898, to ditto —
3. Docket No. 189, dated 12th November 1898 from ditto.

have finally settled the matter by
private negotiation by taking Rs
Mutchalika from the parties
who subsequently agreed to pay
Rs 17,600, instead of Rs 17000/-
according to their highest bid at
the auction sale, evidently fearing
that if the farm were re-sold, their
rival Rangaiengar would out-
bid them, seeing that he had
already offered 500 Rupees more
than their bid. The present Deputy
Commissioner says that they now
plead that they executed the
Mutchalika under pressure,
and that they repudiate their
liability to pay the excess amount
of Rs 600. Their plea cannot be
accepted, as in their appeal
Petition to Government they also
offered Rupees 17,600, i.e 100 Rupees
more than what Rangaiengar
offered and 600 Rupees more
than the amount of the highest
bid at the auction sale. Moreover
it will be seen from their Counterpart
agreement in printed form A
on the accompanying file of
vernacular papers (to be kindly returned)
that they duly accepted the lease
and

and also gave personal security
for Rs 4,400 being the amount
equal to three months' Kist as prescribed
in the Rules, calculated upon
Rs 17,600 per annum. But as
the settlement made by the
late deputy Commissioner is
contrary to the terms laid
down in Government Proceedings
No. 11031-2 dated 19th June 1896,
Pet. 2156
in-as much as the highest bid
at the auction sale was not
accepted, nor ~~was~~ a resale
held, but the amount offered
in the appeal Petition to
Government was accepted,
the matter is submitted for
the orders of Government.

I have the honor to be
Sir,
Your most obedient Servant

P. Muthuswamy

Excise Commissioner
in Ingore

Deputy Commissioner's Office
Mysore dated 29th August 1898

Rs 120 One file
as per pharisals 1 & 2
and one statement

From

The Deputy Commissioner
Mysore District

To

The Excise Commissioner in Mysore

Sir,

I have the honor to forward herewith a remission statement for Rs 600/- on behalf of Venkata Setty Toddy Vend Farmer of the Heggadadevana Kote Taluq and to state as follows: —

1. For the year 1896-97, the whole Taluq was leased out to Venkata Setty for Rs 17000/- in the public sale held by the then Deputy Commissioner Mr. Venkatavarada Iyengar

2. Ranga Iyengar offered no bids at the time of the auction but subsequently offered to pay Rs 500/- more than Venkata Setty's bid and the same was accepted by the Excise Commissioner.

3. Venkata Setty, thereupon, appealed to Government against the Excise Commissioner's order offering Rs 1760/- i.e Rs 10/- more than what was offered by Ranga Iyengar and Rs 60/- more than what he himself offered at the time of the auction.

4. The Government in their order No. 11031-2 / Pet. 2156, dated 19.6.96, cancelled the Excise Commissioner's order and directed that unless in the Deputy Commissioner's opinion there were good grounds for holding a public resale, Venkata Setty's bid at the public sale already held must be accepted.

5. Upon receipt of the above order Mr. Venkatavarada Iyengar passed orders in the following terms. "The first sale is confirmed for Rs 1760/-"

6. Venkata Setty's bid at the public sale, having been as already explained

for

for Rs 17000/- only, the increased amount of Rs 17600/- entered in the D. C. B. statement as the contract amount is opposed to the order of Government and under the circumstances of the case, it has to be supposed that an error with regard to the figure has been made.

The vernacular records on the subject are herewith forwarded.

I have etc
(Sd) D. Srinivasa Rao.

For Deputy Commissioner
Mysore District.

From The Excise Commissioner, in Mysore
To The Deputy Commissioner
Mysore District.

Dated 12 & 14 September 1898.

No. 2209/73 Enc. 1 file

The Deputy Commissioner's letter No. 120, dated 29-8/8-9 1898.

In reply has the honor to observe that

4)

that the Deputy Commissioner Mr. B. K. Venkatavarada Iyengar did not confirm the original bid for Rs 17000/- nor did he hold a public sale. But he confirmed the sale for Rs 17600/- Venkatasetty and Doddagowda executed mutchalikas agreeing to it, but did not appeal. It is now not possible to say what the effect of a public resale would have been if it had been held.

As the reasons are not stated why Venkatasetty and Doddagowda object to abide by their muchalikas, the Deputy Commissioner is requested to report further on this matter. The Remission statement together with the file of papers is returned.

(Sd) P. S. Purnaiya
Excise Commissioner
in Mysore

From The Deputy Commissioner
Mysore District
To The Excise Commissioner
in Mysore.

Dated 12th November 1898

No. 189. Enc. One file

Mis. docket No. 2209/73, dated 12th September 1898, regarding the remission statement submitted in behalf of Venkata Setty and Doddalgowda Toddy Contractors of Heggadadevana Kote Taluq for the year 1896-97.

I have the honor to state that in the undersigned's humble opinion, the then Deputy Commissioner Rao Venkataviaradiengar had no discretion allowed to him, under the Government order, to settle the contract of the Heggadadevankote Taluq otherwise than by accepting the final bid of

Rs

6) 465

Rs 17000/- offered at the first sale or otherwise than by holding a public sale once more, if there were sufficient reasons for taking such a step. If the farm had been resold, matters would then have been different. There would then have been no occasion for complaint from any quarter. Instead of holding a resale, the Deputy Commissioner took a mutchalika from the party concerned, not for Rs 17000/- but for Rs 17600/-. This procedure was not the same as holding a resale, contemplated in the Government order.

Doddalgowda and Venkatadethy, the contractors, explain that they executed the mutchalika for Rs 17600/- under pressure and repudiate their liability to pay the excess amount of Rs 600/-, & the undersigned fails to

to see his way to enforce the terms of the Mutchalika in so far as they clash with the spirit of the orders passed by Government on the subject of the disposal of the farm.

If however, the Excise Commissioner dissents from the views expressed by the undersigned and directs the amount of Rs 600/- in dispute to be recovered steps will be taken in the matter by proceeding against the property of the contractors and early instructions are accordingly solicited.

The enclosures of the docket under reply are returned

(Sd) C. Madiah
Deputy Commissioner
Mysore Dt.

"Copy

[illegible]

Excise Commissioner
&c &c Mysore.

Draft as per orders

Read:- 1554 dt 17.12.98

Letter No: 3553/180 dt 23rd Nov 1898 from the Excise Commr in Depn, ~~forwarding~~ submitting for the orders of Govt: certain correspondence together with a remission statement for Rs 600/- in favour of Venkataisetty & Doddegunda, both Kurni farmers of the Heggadadevankote Taluk for the year 1896-97 and stating that the farmers' plea of non-liability to pay the ~~[illegible]~~ excess amount of Rs 600/- cannot be accepted under the terms of the Kanchalike voluntarily executed by them through ~~Venkataiya~~ the action of Mr Venkataiya, the then Deputy Commr in finally settling the farm for Rs 17600/- was not in accordance with Govt: Procs No: 11031-2/Rev-2156 dt 19th June 1896.

Rs 5308-2 dt 6.2.99
Ex 221 - 6

Order thereon

The orders of Govt: conveyed in Procs No: 11031-2/Rev-2156 dt 19th June 96